

Allgemeine Geschäfts- und Nutzungsbedingungen der nyris GmbH für die Überlassung seiner Bilderkennungssoftware

Geltung der Vertragsbedingungen

Die nachfolgenden Geschäfts- und Nutzungsbedingungen gelten für die gesamte gegenwärtige und zukünftige Geschäftsbeziehung zwischen nyris und dem Vertragspartner (ausschließlich Business-to-Business- („B2B“) Beziehungen) und regeln die Nutzung der IMCP, der IMCP API und der IMCP-Datenbank durch den Vertragspartner.

Abweichende allgemeine Geschäftsbedingungen des Vertragspartners werden nicht anerkannt, es sei denn, der nyris stimmt ihrer Geltung ausdrücklich schriftlich zu.

1 Begriffsbestimmungen

- 1.1 Die „**IMCP**“ (Image Matching Cloud Plattform) ist ein Dienst zur Bilderkennung, welcher nach bestimmten Mustern und Strukturen in Bildern sucht und diese mit den in der Datenbank vorhandenen Mustern und Strukturen anderer Bilder vergleicht.
- 1.2 Die „**IMCP-API**“ ist eine Programmierschnittstelle (genauer: Schnittstelle zur Anwendungsprogrammierung). Das ist ein Programmteil, der von einem Softwaresystem anderen Programmen zur Anbindung an das System zur Verfügung gestellt wird.
- 1.3 **„Synthetische Datengenerierung“ (SDG-Service):** Die Dienstleistung von nyris, bei der mithilfe spezialisierter Software künstlich generierte Bilddaten (synthetische Bilder) aus digitalen Vorlagen des Vertragspartners (z. B. CAD-Modelle, 3D-Modelle, Zeichnungen) erzeugt werden.
- 1.4 **„Ausgangsdaten“:** Die vom Vertragspartner bereitgestellten digitalen Materialien, wie CAD-Dateien, 3D-Modelle, Texturen, Metadaten oder technische Zeichnungen, die nyris für die Erstellung der synthetischen Bilder benötigt.
- 1.5 **„Synthetische Bilder“:** Die von nyris im Rahmen des SDG-Services erzeugten Bilddateien, die reale Abbildungen der Produkte des Vertragspartners simulieren und zum Beispiel für das Training und die Nutzung der IMCP bestimmt sind.
- 1.6 **„Nutzer“** sind die diejenigen, die die bereitgestellte Software über das Internet oder die mobilen Applikationen des Vertragspartners in Anspruch nehmen.
- 1.7 **„nyris“** ist eine Gesellschaft mit beschränkter Haftung, die deutschem Recht unterliegt und den satzungsmäßigen Sitz in Berlin hat, im Handelsregister des Amtsgerichts Berlin (Charlottenburg) unter HRB 169967 eingetragen ist und in der Max-Urich-Str. 3 in 13355 Berlin geschäftsansässig ist.
- 1.8 **„Vertragspartner“** ist derjenige, mit dem nyris den Vertrag über die Nutzung der Software abschließen wird.

2 Vertragsgegenstand

nyris stellt Vertragspartnern eine Online Plattform für die Erkennung von Bildern, als sog. „Software as a Service“ über das Internet und ggf. mobile Applikationen zur Nutzung bereit. Durch diese Plattform werden die Nutzer beim Auffinden der Produkte des Vertragspartners über eine visuelle Suche, d.h. über die Suche nach Produkten mit einem Bild, welches das gewünschte Produkt enthält, unterstützt.

Der SDG-Service umfasst die Erzeugung **synthetischer Bilder** (Trainingsdaten) aus vom Vertragspartner bereitgestellten technischen Unterlagen, insbesondere **CAD-Modellen, 3D-Modellen oder technischen Zeichnungen**, zur Nutzung mit der IMCP-Plattform. Die erzeugten synthetischen Bilder dienen der Verbesserung der Bilderkennungsfunktionen der IMCP.

Die Leistungen von nyris und die Mitwirkungspflichten des Vertragspartners sind in der Leistungsbeschreibung beschrieben.

3 Nutzungsrechte

Rechte an Ausgangsdaten

- 3.1 Der Vertragspartner sichert zu, dass er über sämtliche für die Durchführung des SDG-Services erforderlichen Rechte an den Ausgangsdaten (CAD-Modelle, Zeichnungen etc.) verfügt und diese zur Erzeugung der Synthetischen Bilder im Rahmen des Vertragszwecks nutzen und an nyris lizenzieren darf.
- 3.2 Der Vertragspartner räumt nyris an den übermittelten Ausgangsdaten ein einfaches, zeitlich auf die Vertragslaufzeit beschränktes und räumlich unbeschränktes Nutzungsrecht ein, soweit dies für die Erbringung des SDG-Services und die damit verbundene Nutzung der Synthetischen Bilder im Rahmen der IMCP erforderlich ist. Dieses Nutzungsrecht umfasst insbesondere das Recht zur Speicherung, Verarbeitung, Modifikation und Vervielfältigung der Ausgangsdaten zum Zwecke der Synthetischen Datengenerierung im Rahmen der Vertragsbeziehung.
- 3.3 Sämtliche, von nyris bereitgestellte Software, ist leistungsschutz- und urheberrechtlich geschützt. Soweit nicht im Einzelfall anders vereinbart, wird dem Vertragspartner sowie dessen verbundenen Unternehmen gem. §§ 15 ff. AktG für die Dauer des Vertrages ein einfaches, nicht übertragbares, räumlich unbegrenztes Recht zur Nutzung der von nyris bereitgestellten Software eingeräumt.
- 3.4 Es ist dem Vertragspartner nicht gestattet, die von nyris bereitgestellte Software zu kopieren, zu verändern, zu dekompileieren und/oder die Quellcodes der von nyris bereitgestellten Software auf eigenen Systemen zu speichern.
- 3.5 Während der Vertragslaufzeit räumt nyris dem Vertragspartner sowie dessen verbundenen Unternehmen gem. §§ 15 ff. AktG das Recht ein, die von nyris zur Erfüllung des Vertrages generierten Bilder zu nutzen, damit diese Bilder für bzw. im Zusammenhang mit der IMCP verwendet werden können. Jede anderweitige Nutzung der generierten Bilder durch den Vertragspartner ist untersagt, es sei denn, sie wird von nyris ausdrücklich schriftlich erlaubt. Die Nutzung der im Rahmen der Vertragsbeziehung generierten synthetischen Bilder ist nur in dem im angenommenen Vertragsangebot vorgesehenen Umfang gestattet. nyris darf für den Vertragspartner oder dessen verbundenen Unternehmen gem. §§ 15 ff. AktG generierte Bilder nicht für andere Zwecke als für die Vertragserfüllung verwenden. Darüber hinaus dürfen die vom Vertragspartner oder dessen verbundenen Unternehmen gem. §§ 15 ff. AktG. für die Generierung der Bilder zur Verfügung gestellten Daten, Inhalte und Informationen von nyris nicht für andere Zwecke als für die Vertragserfüllung verwendet werden. Die Parteien stellen klar, dass es nyris gestattet ist, Bilder zu generieren, die ähnlich oder identisch aussehen, wenn sie auf Daten, Inhalten oder Informationen beruhen, die nicht von Daten, Inhalten oder Informationen herrühren, die der Vertragspartner oder ein mit ihm verbundenes Unternehmen gem. §§ 15 ff. AktG. offenbart hat.
- 3.6 Die Rechteeinräumung durch nyris steht unter dem Vorbehalt der vertragsgemäßen Zahlung der geschuldeten Vergütung. Befindet sich der Vertragspartner mit der Zahlung in Verzug und zahlt er auch nach Ablauf einer von nyris gesetzten angemessenen Nachfrist nicht, ist nyris berechtigt, die eingeräumten Nutzungsrechte zu widerrufen. Die Nutzungsrechte und die Nutzungsberechtigung an den von nyris bereitgestellten Dienstleistungen oder Inhalten erlöschen in jedem Fall mit Beendigung des Vertrages.

4 Laufzeit und Kündigung des Vertrags

- 4.1 Soweit nicht anders schriftlich vereinbart, tritt der Vertrag mit Unterzeichnung durch beide Parteien in Kraft. Soweit nicht anders vereinbart ist maßgeblich für die Laufzeit des Vertrags sowie für die Fälligkeit der Vorauszahlungen die im jeweiligen Einzelfall vereinbarte Lizenzzeit. Der SDG Service kann als Einmalleistung vereinbart werden.
- 4.2 Es erfolgt eine automatische Verlängerung der Leistungen jeweils um ein Jahr, sofern eine ordentliche Kündigung nicht drei Monate vor dem jeweiligen Vertragsende erfolgt.
- 4.3 Kündigungen aus wichtigem Grund bleiben vorbehalten. Bei Mietsachen gilt § 543 Abs. 2 S. 1 Nr. 1 BGB mit der Maßgabe, dass hiernach eine außerordentliche fristlose Kündigung nur möglich ist, sofern der Entzug der Mietsache unberechtigt erfolgt und – sofern ein Mangel vorliegt – es dem Vertragspartner trotz erfolgter Nachbesserung nicht gelungen ist, die Verfügbarkeit der Mietsache wiederherzustellen.
- 4.4 Die Kündigung bedarf der Schriftform.

5 Pflege der Software, Reaktionszeiten, Verfügbarkeit

- 5.1 nyris stellt die IMCP, die IMCP API und die IMCP-Datenbank in der Form und mit den Funktionen und Diensten bereit, die im aktuellen Zeitpunkt verfügbar bzw. vertraglich vereinbart sind. nyris entwickelt die Software in Bezug auf Qualität und Modernität fort, beseitigt etwaige Fehler und überlässt dem Vertragspartner hieraus entstehende neue Versionen der Software. Miterfasst sind kleine Funktionsänderungen oder -erweiterungen.
- 5.2 Der Anspruch von Vertragspartnern auf die Nutzung von IMCP, IMCP API und der IMCP-Datenbank und ihrer Funktionen besteht nur im Rahmen des aktuellen Stands der Technik. Die Leistungen werden nur in Bezug auf die zuletzt von nyris ausgelieferte Software erbracht. nyris ist berechtigt, das Leistungsspektrum der Pflege der Weiterentwicklung der Software und dem technischen Fortschritt anzupassen und zu verändern, soweit dies für den Vertragspartner zumutbar ist und die vertraglich vereinbarten wesentlichen Leistungsmerkmale nicht wesentlich beeinträchtigt werden.
- 5.3 Es gelten folgende Fehlerklassen und Reaktionszeiten:
- 5.4 Fehlerklasse 1 (Betriebsverhindernde Fehler): Der Fehler verhindert den produktiven Einsatz beim Vertragspartner und den Nutzern und eine Umgehungslösung liegt nicht vor: In diesem Fall beginnt nyris unverzüglich nach Fehlermeldung mit der Fehlerbeseitigung und setzt sie mit Nachdruck bis zu Beseitigung des Fehlers fort.
- 5.5 Fehlerklasse 2 (Betriebsbehindernde Fehler): Der Fehler behindert den produktiven Einsatz bei den Nutzern erheblich, die Nutzung der Software ist jedoch mit Umgehungslösungen, die von nyris aufgezeigt werden, oder mit temporär akzeptablen Einschränkungen oder Erschwernissen möglich: In diesem Fall kann nyris den Fehler mit einer der nächsten Versionen der Software beseitigen.
- 5.6 Fehlerklasse 3 (Sonstige Fehler): Fehler die den produktiven Einsatz bei den Nutzern nur unwesentlich beeinträchtigen, können von nyris bei Gelegenheit beseitigt werden.
- 5.7 Leistungszeitraum des Supports für die Wiederherstellung der Verfügbarkeit sind – soweit nicht ausdrücklich anders vereinbart – ausschließlich die regulären Arbeitszeiten von Montag bis Freitag (außer an gesetzlichen Feiertagen im Bundesland Berlin) von 8:00 Uhr bis 20:00 Uhr.
- 5.8 Sofern eine Verfügbarkeit vertraglich vereinbart wurde und diese vertraglich geschuldete Verfügbarkeit unterschritten wurde, erhält der Vertragspartner für jede 0,5% Unterschreitung der geschuldeten Verfügbarkeit ein Dienstleistungsguthaben (Service Credits) in Höhe von 1% der monatlichen Vergütung für den betreffenden Abrechnungszeitraum ab dem Zeitpunkt der Unterschreitung, maximal jedoch 50% der monatlichen Vergütung für den betreffenden Abrechnungszeitraum.
- 5.9 Die Geltendmachung einer Unterschreitung und Beanspruchung von Service Credits ist nyris von dem Vertragspartner schriftlich (in Text form zum Beispiel per Mail oder Ticket) innerhalb von 30 Kalendertagen nach Ende des Abrechnungszeitraums anzuzeigen. Nach Ablauf dieser Frist sind Ansprüche auf die Service Credits in Bezug auf die Unterschreitung der vertraglich geschuldeten Verfügbarkeit ausgeschlossen.
- 5.10 Der Vertragspartner kann Schadenersatz oder eine Reduktion der vereinbarten monatlichen Vergütung nur geltend machen, wenn die Unterschreitung der geschuldeten Verfügbarkeit von nyris verschuldet war. Gewährte Service Credits werden auf den geltend gemachten Schaden oder die Reduktion der Vergütung angerechnet.
- 5.11 Stellt sich heraus, dass eine Fehlermeldung des Vertragspartners unbegründet war, weil kein Fehler im Sinne von Ziffer 5.3 vorliegt, so kann nyris für Leistungen bei der Fehlersuche oder Fehlerbeseitigung eine Vergütung verlangen, die den Zeit- und Materialaufwand berücksichtigt.
- 5.12 Zur Optimierung der Software führt nyris regelmäßig Wartungsarbeiten außerhalb der regulären Arbeitszeiten gemäß Ziffer 5.7 durch. Der Vertragspartner wird mindestens drei Arbeitstage im Voraus über planbare Arbeiten informiert, sofern diese Arbeiten Auswirkungen auf die Verfügbarkeit der IMCP haben. Bei Gefahr im Verzug, insbesondere bei drohenden Datenverlusten, ist nyris jederzeit berechtigt, Wartungszeiten durchzuführen. Zeiten, in denen Wartungsarbeiten durchgeführt werden, reduzieren die Verfügbarkeit nach Ziffer 5.7 nicht.

6 Haftung

- 6.1 nyris haftet unbeschränkt für Vorsatz, grober Fahrlässigkeit sowie für Ansprüche aus zwingendem Produkthaftungsrecht oder wegen der Verletzung von Körper, Leben oder Gesundheit.
- 6.2 Im Fall von leichter Fahrlässigkeit haftet nyris nur unbeschränkt bei Schäden aus der Verletzung vertragswesentlicher Pflichten. Eine vertragswesentliche Pflicht ist eine Verpflichtung, deren Erfüllung die ordnungsgemäße Durchführung des Vertrags überhaupt erst ermöglicht und auf deren Einhaltung der Vertragspartner regelmäßig vertraut und vertrauen darf. Die Haftung von nyris aus oder im Zusammenhang mit diesem Vertrag ist für fahrlässiges Verhalten, unabhängig vom Rechtsgrund, der Höhe nach beschränkt auf einen Gesamtbetrag von EUR 50.000 (in Worten: Fünfzigtausend Euro). In jedem Fall haftet nyris nur für die bei Vertragsschluss vorhersehbaren Schäden, mit deren Entstehung typischerweise gerechnet werden muss. Gewinnausfallschäden werden nicht ersetzt. Bei Datenverlusten werden nur die Kosten der Wiederherstellung ersetzt. Bei leichter Fahrlässigkeit ist die Haftung von nyris auch bei Verletzung wesentlicher Vertragspflichten auf den Ersatz des unmittelbaren Schadens beschränkt. Diese Haftungsbeschränkung gilt auch zugunsten der Erfüllungsgehilfen von nyris.
- 6.3 Bei einer Haftung wegen Vorsatz, grober Fahrlässigkeit, bei Personenschäden oder nach dem Produkthaftungsgesetz gelten die gesetzlichen Verjährungsfristen. Für alle sonstigen Ansprüche gilt eine Verjährungsfrist von einem Jahr.

7 Rechte an Inhalten und Verantwortlichkeit für Inhalte

- 7.1 Der Vertragspartner verpflichtet sich, bei der Nutzung der Dienste ebenso wie bei seinen Mitwirkungspflichten die geltenden Gesetze zu befolgen. Der Vertragspartner ist selbst dafür verantwortlich, dass die von ihm eingestellten Inhalte rechtlich zulässig und frei von Rechten Dritter sind und auch sonst keine Rechte anderer Personen oder rechtlichen Vorschriften verletzen. Er stellt nyris daher von sämtlichen Schadensersatzansprüchen frei, die Nutzer oder sonstige Dritte gegen nyris wegen einer Verletzung ihrer Rechte durch die vom Vertragspartner auf die IMCP-Datenbank eingestellten Inhalte geltend machen. Der Vertragspartner stellt nyris ferner von sämtlichen Ansprüchen, einschließlich Schadensersatzansprüchen frei, die Nutzer oder sonstige Dritte gegen nyris wegen der Verletzung ihrer Rechte durch die Nutzung der Dienste von IMCP durch den Vertragspartner geltend machen. Der Vertragspartner übernimmt alle der nyris aufgrund einer Verletzung von Rechten Dritter entstehenden erforderlichen und angemessenen allgemeinen Kosten, einschließlich der erforderlichen und angemessenen Kosten der Rechtsverteidigung. nyris wird den Vertragspartner unverzüglich über geltend gemachte Ansprüche informieren, ihm die für die Prüfung und Abwehr erforderlichen Informationen zur Verfügung stellen und ohne vorherige Zustimmung des Vertragspartners kein Anerkenntnis abgeben oder einen Vergleich schließen, soweit dem keine berechtigten Interessen von nyris entgegenstehen. Sämtliche weitergehenden Rechte, insbesondere Schadensersatzansprüche von nyris bleiben unberührt. Die vorstehenden Pflichten des Vertragspartners gelten nicht, soweit der die Rechtsverletzung begehende Nutzer diese nicht zu vertreten hat. Der Vertragspartner haftet insoweit für das Verschulden seiner Nutzer wie für sein eigenes Verschulden.

8 Ausübung der Rechte durch Dritte, Vertragsübernahme

- 8.1 Zum Zwecke der Vertragserfüllung und Ausübung der nyris gemäß diesem Vertrag zustehenden Rechte kann sich nyris anderer Unternehmen bedienen.
- 8.2 Der Vertragspartner kann die Rechte und Pflichten aus diesem Vertrag nur nach vorheriger schriftlicher Zustimmung von nyris auf Dritte übertragen. nyris ist berechtigt, mit einer Ankündigungsfrist von vier Wochen die Rechte und Pflichten von nyris aus diesem Vertragsverhältnis ganz oder teilweise auf einen Dritten zu übertragen. In diesem Fall ist der Vertragspartner berechtigt, den Vertrag mit sofortiger Wirkung zu kündigen.

9 Datenschutz

Zur ordnungsgemäßen Durchführung der angebotenen Dienste ist es erforderlich, die persönlichen Daten der Vertragspartner zu speichern und zu verarbeiten. nyris gewährleistet den vertraulichen Umgang mit diesen Daten nach Maßgabe der einschlägigen gesetzlichen Bestimmungen zum Datenschutz.

10 Exklusivität

Die Vertragsbeziehung begründet für nyris keine Exklusivität. nyris ist uneingeschränkt berechtigt, vergleichbare Kooperationen mit Dritten einzugehen.

11 Schlussbestimmungen

- 11.1 Änderungen und Ergänzungen dieses Vertrages bedürfen zu ihrer Wirksamkeit der Schriftform. Dies gilt auch bei Aufhebung dieser qualifizierten Schriftklausel. Dem Schriftformerfordernis im Sinne dieses Vertrags genügen auch faksimilierte Unterschriften, insbesondere per Scan Kopie oder Telefax übermittelt Unterschriften sowie elektronische Signaturen, die über einen anerkannten Signaturdienst (z.B. AdobeSign, DokuSign o.Ä.) geleistet werden. Erklärungen per E-Mail oder sonstiger telekommunikativer Übermittlung genügen dem Schriftformerfordernis nicht.
- 11.2 Falls einzelne Bestimmungen diese Allgemeinen Geschäfts- und Nutzungsbedingungen ganz oder teilweise unwirksam sein sollten oder Lücken enthalten, wird dadurch die Wirksamkeit der übrigen Bestimmungen nicht berührt. Die Parteien verpflichten sich, anstelle der unwirksamen Bestimmungen eine wirksame Bestimmung zu vereinbaren, die dem wirtschaftlichen Sinn und Zweck der unwirksamen Vereinbarung am nächsten kommt. Im Falle von Lücken werden die Parteien diejenige Bestimmung vereinbaren, die dem entspricht, was nach Sinn und Zweck dieses Vertrages vereinbart worden wäre, hätte man die Angelegenheit von vornherein bedacht.
- 11.3 Gerichtsstand ist, soweit der Vertragspartner Kaufmann, juristische Person des öffentlichen Rechts oder öffentlich-rechtliches Sondervermögen ist, der Sitz von nyris. Dieser Gerichtsstand gilt auch, wenn der Vertragspartner nicht Kaufmann, juristische Person des öffentlichen Rechts oder öffentlich-rechtliches Sondervermögen ist, keinen allgemeinen Gerichtsstand im Inland hat, nach Vertragsschluss seinen Wohnsitz oder seinen gewöhnlichen Aufenthaltsort aus dem Inland verlegt oder sein Wohnsitz oder gewöhnlicher Aufenthaltsort zum Zeitpunkt der Klageerhebung nicht bekannt ist.
- 11.4 Für diesen Vertrag sowie für alle Streitigkeiten, die sich im Zusammenhang mit diesem Vertrag oder über seine Gültigkeit ergeben, gilt das Recht der Bundesrepublik Deutschland. Die Geltung des UN-Kaufrechts sowie des deutschen Internationalen Privatrechts ist ausgeschlossen.

Stand: 1. Juli 2026

nyris GmbH's General Terms and Conditions of Business and Use for the Provision of Its Image Recognition Software

Applicability of the Terms and Conditions

The following Terms and Conditions of Business and Use apply to the entire current and future business relationship between nyris and the contracting party (exclusively business-to-business ("B2B") relationships) and govern the contracting party's use of the IMCP, the IMCP API, and the IMCP database.

Any conflicting general terms and conditions of the contracting party shall not be recognized unless nyris expressly agrees to their applicability in writing.

1 Definitions

- 1.1 The "IMCP" (Image Matching Cloud Platform) is an image recognition service that searches for specific patterns and structures in images and compares them with the patterns and structures of other images stored in the database.
- 1.2 The "IMCP API" is an application programming interface (more precisely: an interface for application programming). This is a program component made available by a software system to other programs for connecting to the system.
- 1.3 **"Synthetic Data Generation" (SDG Service):** The service provided by nyris in which, using specialized software, artificially generated image data (synthetic images) is created from the contracting party's digital source materials (e.g., CAD models, 3D models, drawings).
- 1.4 **"Source Data":** The digital materials provided by the contracting party, such as CAD files, 3D models, textures, metadata, or technical drawings, which nyris requires to create the synthetic images.
- 1.5 **"Synthetic Images":** The image files generated by nyris as part of the SDG Service, which simulate real-world representations of the Contracting Party's products and are intended, for example, for training and use with the IMCP.
- 1.6 "Users" are those who access the provided software via the Internet or the Contracting Party's mobile applications.
- 1.7 "nyris" is a limited liability company governed by German law, with its registered office in Berlin, entered in the commercial register of the Berlin (Charlottenburg) Local Court under HRB 169967, and having its place of business at Max-Urich-Str. 3, 13355 Berlin.
- 1.8 "Contracting Party" means the party with whom nyris will enter into the contract for the use of the software.

2 Subject Matter of the Agreement

nyris provides Contractual Partners with an online platform for image recognition, as so-called "Software as a Service," via the Internet and, where applicable, through mobile applications. This platform assists users in locating the Contractual Partner's products via a visual search—that is, by searching for products using an image that contains the desired product.

The SDG Service includes the generation of **synthetic images** (training data) from technical documentation provided by the contracting party—in particular **CAD models, 3D models, or technical drawings**—for use with the IMCP platform. The generated synthetic images serve to improve the image recognition capabilities of the IMCP.

The services provided by nyris and the contracting party's obligations to cooperate are described in the Statement of Work.

3 Rights of Use

Rights to Source Data

- 3.1 The Contracting Party warrants that it holds all rights to the source data (CAD models, drawings, etc.) necessary for the performance of the SDG Service and that it is authorized to use such data to generate the synthetic images within the scope of the purpose of the contract and to license them to nyris.
- 3.2 The contracting party grants nyris a non-exclusive right of use to the transmitted source data, limited in duration to the term of the contract and unlimited in scope, to the extent necessary for the provision of the SDG Service and the associated use of the synthetic images within the framework of the IMCP. This right of use includes, in particular, the right to store, process, modify, and reproduce the source data for the purpose of synthetic data generation within the scope of the contractual relationship.
- 3.3 All software provided by nyris is protected by ancillary copyright and copyright laws. Unless otherwise agreed in individual cases, the Contracting Party and its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) are granted a simple, non-transferable, geographically unlimited right to use the software provided by nyris for the duration of the contract.
- 3.4 The contracting party is not permitted to copy, modify, or decompile the software provided by nyris, nor to store the source code of the software provided by nyris on its own systems.
- 3.5 During the term of the Agreement, nyris grants the Contracting Party and its affiliated companies, pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG), the right to use the images generated by nyris for the purpose of fulfilling the Agreement, so that these images may be used for or in connection with the IMCP. Any other use of the generated images by the contracting party is prohibited unless expressly authorized in writing by nyris. The use of the synthetic images generated within the scope of the contractual relationship is permitted only to the extent provided for in the accepted contract offer. nyris may not use images generated for the Contracting Party or its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) for any purpose other than the performance of the contract. Furthermore, the data, content, and information provided by the Contracting Party or its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) for the generation of the images may not be used by nyris for any purpose other than the performance of the contract. The parties clarify that nyris is permitted to generate images that appear similar or identical if they are based on data, content, or information that does not originate from data, content, or information disclosed by the contracting party or an affiliated company pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG).
- 3.6 The granting of rights by nyris is subject to the contractual payment of the remuneration owed. If the contracting party is in default of payment and fails to pay even after the expiration of a reasonable grace period set by nyris, nyris is entitled to revoke the granted rights of use. The rights of use and the authorization to use the services or content provided by nyris shall in any case expire upon termination of the contract.

4 Term and Termination of the Contract

- 4.1 Unless otherwise agreed in writing, the contract takes effect upon signature by both parties. Unless otherwise agreed, the license term agreed upon in each individual case shall govern the term of the contract as well as the due dates for advance payments. The SDG Service may be agreed upon as a one-time service.
- 4.2 The services are automatically renewed for one year at a time unless ordinary notice of termination is given three months prior to the respective end of the contract.
- 4.3 We reserve the right to terminate the contract for good cause. With respect to leased items, Section 543(2), Sentence 1, No. 1 of the German Civil Code (BGB) applies, with the proviso that, pursuant to this provision, extraordinary termination without notice is only possible if the leased item is unlawfully withheld and—in the event of a defect—the contracting party has failed to restore the availability of the leased item despite corrective measures having been taken.
- 4.4 Termination must be in writing.

5 Software Maintenance, Response Times, Availability

- 5.1 nyris provides the IMCP, the IMCP API, and the IMCP database in the form and with the functions and services that are currently available or contractually agreed upon. nyris continues to develop the software in terms of quality and modernity, corrects any errors, and provides the contracting party with new versions of the software resulting therefrom. This includes minor functional changes or enhancements.
- 5.2 Contracting parties' right to use the IMCP, the IMCP API, and the IMCP database and their functions exists only within the scope of the current state of the art. Services are provided only with respect to the most recent version of the software delivered by nyris. nyris is entitled to adapt and modify the scope of services related to software maintenance and further development in line with technical progress, provided that this is reasonable for the contracting party and does not materially impair the contractually agreed essential performance characteristics.
- 5.3 The following error classes and response times apply :
- 5.4 Error Class 1 (Operationally Disruptive Errors): The error prevents productive use by the contracting party and its users, and no workaround is available: In this case, nyris will begin troubleshooting immediately upon receiving the error report and will continue to address the issue with urgency until the error is resolved.
- 5.5 Error Class 2 (Operationally Impeding Errors): The error significantly impedes productive use by users; however, the software can still be used with workarounds provided by nyris or with temporarily acceptable limitations or difficulties: In this case, nyris may resolve the error in one of the next versions of the software.
- 5.6 Bug Class 3 (Other Bugs): Bugs that only insignificantly impair productive use by users may be resolved by nyris when the opportunity arises.
- 5.7 Unless expressly agreed otherwise, the service hours for support aimed at restoring availability are exclusively during regular business hours from Monday through Friday (excluding public holidays in the state of Berlin) from 8:00 a.m. to 8:00 p.m.
- 5.8 If a level of availability has been contractually agreed upon and the actual availability falls below this contractually required level, the contracting party shall receive service credits equal to 1% of the monthly fee for the relevant billing period for every 0.5% by which the actual availability falls short of the required level, effective from the time the shortfall occurs, up to a maximum of 50% of the monthly fee for the relevant billing period.
- 5.9 The contracting party must notify nyris in writing (in text form, for example, via email or ticket) of any shortfall and claim for service credits within 30 calendar days after the end of the billing period. After this period has expired, claims for service credits relating to the shortfall in the contractually agreed availability are excluded.
- 5.10 The contracting party may claim damages or a reduction in the agreed-upon monthly fee only if the failure to meet the required availability was attributable to nyris. Any service credits granted will be offset against the claimed damages or the reduction in the fee.
- 5.11 If it turns out that an error report submitted by the contracting party was unfounded because no error within the meaning of Section 5.3 exists, nyris may demand compensation for troubleshooting or error correction services that takes into account the time and materials expended.
- 5.12 To optimize the software, nyris regularly performs maintenance work outside of regular business hours in accordance with Section 5.7. The contracting party will be notified of scheduled work at least three business days in advance, provided that such work affects the availability of the IMCP. In cases of imminent danger, particularly in the event of impending data loss, nyris is entitled to perform maintenance at any time. Periods during which maintenance work is performed do not reduce availability as defined in Section 5.7.

6 Liability

- 6.1 nyris bears unlimited liability for willful misconduct, gross negligence, and claims arising from mandatory product liability law or resulting from injury to life, limb, or health.
- 6.2 In cases of slight negligence, nyris shall be liable without limitation only for damages resulting from a breach of material contractual obligations. A material contractual obligation is an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party regularly relies and is entitled to rely. nyris's liability arising from or in connection with this contract for negligent conduct, regardless of the legal basis, is limited to a total amount of EUR 50,000 (in words: fifty thousand euros). In any case, nyris is liable only for damages foreseeable at the time the contract was concluded and whose occurrence must typically be expected. Loss of profits will not be compensated. In the event of data loss, only the costs of recovery will be reimbursed. In cases of slight negligence, nyris's liability—even in the event of a breach of material contractual obligations—is limited to compensation for direct damages. This limitation of liability also applies in favor of nyris's vicarious agents.
- 6.3 In cases of liability arising from willful misconduct, gross negligence, personal injury, or under the Product Liability Act, the statutory limitation periods apply. For all other claims, a one-year limitation period applies.

7 Rights to Content and Responsibility for Content

- 7.1 The contracting party agrees to comply with applicable laws when using the services and in fulfilling its obligations to cooperate. The Contracting Party is solely responsible for ensuring that the content it posts is legally permissible, free from third-party rights, and does not otherwise infringe upon the rights of others or violate any legal provisions. The Contracting Party therefore indemnifies nyris against all claims for damages asserted by users or other third parties against nyris due to an infringement of their rights by the content posted by the Contracting Party to the IMCP database. The contracting party further indemnifies nyris against all claims, including claims for damages, that users or other third parties may assert against nyris due to an infringement of their rights resulting from the contracting party's use of

the IMCP services. The Contracting Party shall bear all necessary and reasonable general costs incurred by nyris as a result of a violation of third-party rights, including the necessary and reasonable costs of legal defense. nyris shall immediately inform the contracting party of any claims asserted, provide the contracting party with the information necessary for review and defense, and shall not admit liability or enter into a settlement without the contracting party's prior consent, unless such action is precluded by nyris's legitimate interests. All further rights, in particular nyris's claims for damages, remain unaffected. The contractual partner's obligations set forth above do not apply to the extent that the user committing the infringement is not attributable to the contractual partner. In this respect, the contractual partner is liable for the fault of its users as well as for its own fault.

8 Exercise of Rights by Third Parties, Assignment of the Contract

- 8.1 For the purpose of fulfilling the contract and exercising the rights to which nyris is entitled under this contract, nyris may engage other companies.
- 8.2 The contracting party may assign the rights and obligations under this contract to third parties only with the prior written consent of nyris. nyris is entitled to assign its rights and obligations under this contractual relationship, in whole or in part, to a third party with four weeks' notice. In this case, the contracting party is entitled to terminate the contract with immediate effect.

9 Data Protection

In order to properly perform the services offered, it is necessary to store and process the contracting parties' personal data. nyris guarantees that this data will be handled confidentially in accordance with the relevant statutory provisions on data protection.

10 Exclusivity

The contractual relationship does not establish exclusivity for nyris. nyris is fully entitled to enter into comparable partnerships with third parties.

11 Final Provisions

- 11.1 Amendments and additions to this contract must be in writing to be effective. This also applies in the event that this specific written form requirement is waived. Facsimile signatures—in particular those transmitted as scanned copies or via fax—as well as electronic signatures provided through a recognized signature service (e.g., AdobeSign, DokuSign, or similar) also satisfy the written form requirement under this agreement. Declarations sent via email or other means of telecommunication do not satisfy the written form requirement.
- 11.2 If individual provisions of these General Terms and Conditions of Business and Use are wholly or partially invalid or contain gaps, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a valid provision in place of the invalid provisions that most closely approximates the economic intent and purpose of the invalid agreement. In the event of omissions, the parties shall agree on a provision that corresponds to what would have been agreed upon in accordance with the intent and purpose of this contract had the matter been considered from the outset.
- 11.3 The place of jurisdiction is the registered office of nyris, provided that the contracting party is a merchant, a legal entity under public law, or a special fund under public law. This place of jurisdiction shall also apply if the contracting party is not a merchant, a legal entity under public law, or a special fund under public law; does not have a general place of jurisdiction within Germany; transfers its domicile or habitual residence outside Germany after the conclusion of the contract; or if its domicile or habitual residence is unknown at the time the action is filed.
- 11.4 This contract, as well as all disputes arising in connection with this contract or regarding its validity, shall be governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods and of German private international law is excluded.

Effective as of July 1, 2026

NYRIS - SaaS- DESCRIPTION OF SERVICES

Effective Date: 1/05/2023

nyris GmbH

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Managing Directors: Dr. Anna Lukasson-Herzig · Markus Lukasson

USt-ID: DE 301 500 558 · Bank account: Hypovereinsbank Berlin · IBAN: DE95 1002 0890 0030 7066 09 · BIC: HYVEDEMM488

1. DEFINITIONS

Unless the context otherwise specifies the following terms and expressions shall have the meanings assigned to them:

“Authorized Users” means all companies or people within Customer Organization

“Brand Features” means trade names, trademarks, service marks, logos, domain names and other distinctive brand features of each Party, respectively.

“Business Day” means any German working day (Monday to Friday) except bank holidays in Germany.

“Confidential Information” means any and all tangible and intangible information disclosed hereunder, including but not limited to: data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, which (i) is marked as “confidential, “proprietary” or with some similar indication; (ii) is expressly advised by the disclosing Party to be confidential through some contemporaneous oral or written means; or (iii) which the receiving Party would reasonably construe to be of a confidential nature considering the circumstances of its disclosure and/or the nature of the information. Any and all Customer Data disclosed to Supplier hereunder shall at all times be deemed Confidential Information of Customer. The definition of Confidential Information shall, however, not include information which (i) at the time of disclosure is part of the public domain, or which thereafter comes into the public domain through no fault of the receiving Party, (ii) is already known to the receiving Party, as evidenced by written records, and which was not subject to any obligation of confidence before it was disclosed to the receiving Party by the other Party (iii) was developed by employees or agents of the receiving Party independently of and without reference to any Confidential Information communicated to the receiving Party and (iv) which is properly received by the receiving Party from a third party which has the right to disclose such information.

“Connection Point” means the site hosted by Supplier where the SaaS-Solution is made available for access by Customer and the End Users.

“Deliverables” means SaaS-Solution and Documentation.

“Documentation” means user guides, support materials, data sheets, manuals, instructions and computer-readable files, regarding the use, operation, functionality, troubleshooting, and other technical information regarding the SaaS-Solution and updates.

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"End User/s" means the employee, consultant, contractor, service provider, agent, customer or other individual who is authorized by or on behalf of Customer or another Authorized User to access and use the SaaS-Solution with a unique username and password.

"Customer Data" means all data (including Personal Data) and other information (editorial, text, graphic, audiovisual and other content) that Customer, the Authorized Users, the End Users or someone on behalf of Customer or the Authorized Users makes available to Supplier or stores on Supplier's or any Subcontractor's servers, through or as a consequence of Customer's, the Authorized Users' and End Users' use of the SaaS-Solution and the Services, including without limitation any data or information that is uploaded, imported, created or modified by Customer, the Authorized Users or an End User through use of the SaaS-Solution.

"Customer" means all companies directly and/or indirectly owned and/or controlled by Customer.

"Intellectual Property Rights" means any and all intellectual and industrial property rights, whether possible to register or not, including, without limitation, patents, registered and unregistered design rights, copyrights, trademarks, business names, trade names, service marks, utility marks, database rights, all extensions and renewals to any of them and any applications for any of them and any right or form of protection of a similar nature having equivalent or similar effect to any of them, which may subsist anywhere in the world.

"Party/Parties" means Customer or Supplier individually/collectively.

"Personal Data" means all information relating to an identified or identifiable natural person.

"Results" means intangible and tangible results developed or obtained during the performance of Consultancy Services.

"SaaS-Solution" means the hosted services provided to Customer by Supplier and made available at the Connection Point. The SaaS-Solution includes all software, hardware and communications necessary for Supplier to make the SaaS-Solution available and includes any and all updates thereof. The SaaS-Solution is specified and detailed in the Specification and in the Service Level Agreement (SLA). For the avoidance of doubt, the SaaS-Solution does not include Customer's hardware used to access and make use of the SaaS-Solution.

"SaaS Commencement Date" means the date when Supplier shall make the SaaS-Solution available to Customer at the Connection Point.

"Services" means all services, such as Consultancy Services, training services and/or other services ordered hereunder.

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“SLA” means the service level agreement.

“Software” means Supplier’s software/applications/solutions, technology, information and content made available for access and use through the SaaS-Solution, as specified in the Specification.

“Specification” means the details and specifications for the SaaS-Solution made available for use by Customer.

“Statement of Work” means the Documentation of Services to be performed or deliverables to be provided by Supplier.

“Subcontractor/s” mean the subcontractors used by Supplier for the provision of the SaaS-Solution and/or Services.

“Supplier” means all companies directly and/or indirectly owned and/or controlled by nyris GmbH.

2. SAAS COMMENCEMENT DATE

Supplier shall from the SaaS Commencement Date and throughout the Term make the SaaS-Solution available for use by Customer, the Authorized Users and the End Users. In this Document, when reference is made to use of or access to the SaaS-Solution by Customer, this shall also include access to or use of the SaaS-Solution by the Authorized Users and the End Users.

Supplier shall in due course give such instructions to Customer as are necessary for Customer to be able to use the SaaS-Solution as from the SaaS Commencement Date and, to the extent agreed between the Parties and detailed in the Specification or a Statement of Work;

- a) Supplier shall assist Customer in connection with start-up of the SaaS-Solution and provide any agreed Services in connection therewith;
- b) Supplier shall assist Customer with any agreed migration/import of Customer Data in to the SaaS-Solution; and
- c) Supplier shall make available the SaaS-Solution to Customer for testing and review in accordance with agreed testing standards and procedures, in order to verify that the SaaS-Solution complies with the Specification, the SLA and otherwise with this Document and is ready for use by Customer.

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3. THE SAAS-SOLUTION

Supplier shall at all times ensure that the SaaS-Solution is provided in accordance with this Document (including without limitation the Specification, the SLA and any binding purchase orders).

Supplier shall not be entitled to make any changes to the SaaS-Solution that result in a material reduction of the performance, functionality, availability or security of the SaaS-Solution or that would make it necessary for Customer to make substantial changes in its IT infrastructure, including the interface at the Connection Point, in order to continue to use the SaaS-Solution in accordance with the Specification.

In the event that Supplier has acquired actual knowledge that an interruption or disturbance has or will occur in the provision of the SaaS-Solution, Supplier shall promptly notify Customer of (i) the kind of interruption or disturbance, (ii) the measures taken and to be taken in order to overcome the interruption or disturbance, (iii) an estimation of the time period of interruption or disturbance and (iv) other information which can be relevant to Customer.

4. Service Level Agreement

SLA Objective and Term

This SLA describes qualitative and quantitative terms regarding the required service levels. The effective date of the SLA starts and ends when the SaaS license between Customer and Supplier starts and ends.

SLA Change Management

Changes to the arrangements, services, and reporting established in this SLA may be either incidental or permanent in nature.

Incidental Changes to this SLA

These changes are related to the realization of the terms recorded in the SLA. As such, they form the area of operation for Customer and Supplier. The initiatives in this respect may be taken by either party.

A distinction is made between incidental deviations and escalations.

Requests for incidental deviations are submitted in writing, after which Supplier decides on the nature and size of the deviation in consultation. These changes involve a once-only, brief deviation from the contents of the SLA, and as such, do not constitute a change to the SLA.

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In the event of escalation, service levels must be restored as quickly as possible, or made available as soon as possible by other means.

Permanent Changes to this SLA

Changes are permanent in nature, when – as a result of these changes – the contents of the SLA are changed. As such, they form the area of operation for the Service Management of Customer and Supplier.

Change Management

Change Management comprises the following:

- Urgent corrective maintenance (emergency fixes);
- Preventive, perfective and adaptive changes ≤ 4 hours;
- Maintenance releases (project-based maintenance).

The Customer will manage the delivery of change requests in the production phase. If changes to the production solution are required, the Customer should log a request in line with the standard change request process by logging a ticket (see paragraph 2.6 'Customer service and issue reporting'). Based on this request, the Customer will collaborate with the Supplier consultants to complete the change request ticket. The ticket details the scope, requirements and time span of the change. The effort and cost of the proposed change is confirmed. The change ticket is reassigned to the Customer for final review and approval. Upon approval the change is planned and communicated to the Customer via the ticket. The Customer service manager will oversee the successful implementation of change requests and report back to the Customer about the progress and completion of the changes.

When an Customer service manager identifies a change request that is considered to be a part of a release project, the change is added as a candidate for the coming release.

Urgent Corrective Maintenance (Emergency Fixes)

If a software change is required for the resolution of a Priority 1 incident, an Emergency Fix will be performed on the existing production environment. This change will also be incorporated into the next regular release

Preventive, perfective and adaptive changes ≤ 4 hours

Changes ≤ 4 hours are considered to be part of (adaptive) Application Management (see paragraph 2.3 'Application Management') unless agreed otherwise or the number of change hours exceeds the agreed number of (weekly) application management hours.

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Customer service and issue reporting

Customers can contact the Supplier to raise issues regarding any malfunction / anomaly of a technical nature or any request for activities under the application service. The hours of operation of the Supplier are generally Monday to Friday 8h - 20h, excluding German public holidays and depend on the package chosen by the customer.

Supplier uses the online ticketing system named Zendesk for issue management. Zendesk can be used via the internet. Through this line of communication, Supplier and Customer will work together in resolving and documenting issues. This way, the actual status of an issue is always directly available.

Uptime and Performance

The availability of the solution (uptime) for the last 6 months is reported at <https://status.nyris.io>. This uptime can be expected (but not guaranteed) in the future and is included in the pricing. If any particular uptime should be guaranteed then this needs to be separately agreed upon. It is likely that this would involve some additional cost but not necessarily.

Communications in the Event of Escalations

Escalation is always possible for services outside of the agreed service levels. Escalation is also possible if Customer is dissatisfied with the manner in which a request has been handled. These escalations can also be the result of late or incorrect notification regarding the request handling, giving the impression that the agreed service levels are not being met.

End users must always first call the Customer Help Desk (Escalation Level 1). Other parties within the client organization can contact their counterparts at Supplier.

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Reference Person for Supplier:

Name	Title	Email
Daniel Beste	Head of Solution Engineering	d.beste@nyris.io
Markus Lukasson	CTO	markus@nyris.io

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5. CONSULTANCY SERVICES

Supplier undertakes to provide the Consultancy Services to Customer, as agreed upon and set forth in one or more Statement of Work (SOW) and, to the extent applicable, to deliver any Results to Customer.

Should Customer require any modification of the Consultancy Services, Customer shall place a written change request to Supplier, specifying the requested change in sufficient detail and stipulating a requested delivery date ("Change Request"). Within the period stipulated in the Change Request, the Parties shall jointly draft and agree upon an amendment to an updated Statement of Work, detailing the scope of the Consultancy Services to be performed in order to deliver the new and/or modified Consultancy Services.

Customer shall be entitled to require Supplier to remove a person engaged in the performance of Consultancy Services if Customer reasonably determines that the individual is not suitable to perform the Consultancy Services. Any such removal shall be effective two (2) weeks upon a written notice to Supplier. Supplier shall assign a replacement resource to the Services upon expiration of the two weeks' notice period and Customer shall not be obliged to compensate Supplier for the work performed by the removed person during said period. Customer shall not be obliged to compensate Supplier for the replacement resource during the transition period defined in a Statement of Work.

Supplier shall perform the Consultancy Services at its own locations, unless otherwise specified in the applicable Statement of Work. When the Supplier performs work at Customer's premises, Supplier shall ensure that any personnel including Subcontractors will adhere to any Customer policy or rule concerning safety, security and workplace conduct, which have been made known to Supplier in writing, as well as take all necessary precautions to prevent the occurrence of any personal injury or property damage during progress of such work.

The Consultancy Services and/or the Results shall be delivered on the delivery date(s) agreed by the Parties. Supplier shall at the earliest possible time advise Customer of any changes to the agreed delivery dates including remedial actions to be undertaken.

If Supplier does not deliver the Consultancy Services and/or the Results on the delivery date, Customer shall, without having to prove any cost or loss, be entitled to liquidated damages amounting to two (2) per cent of the aggregate amount of fees payable for the delayed Consultancy Services and/or the Results per commenced week in delay, up to a total of ten (10) per cent of the aggregate amount of fees payable for the delayed Consultancy Services and/or the Results. To the extent Consultancy Services and/or Results that have been timely delivered cannot be used because of the delay, the liquidated damages shall be calculated on the basis of the aggregate amount of fees payable for both the delayed Consultancy Services and/or the Results and the delivered

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Consultancy Services and/or Results. Customer's right to liquidated damages is in addition to any other rights and remedies available to it under the applicable law. Any paid-out liquidated damages for delay will thus be deducted from any other damages payable by Supplier for the same delay.

If Supplier fails to deliver the Consultancy Services and/or Results within five weeks from the agreed delivery date, Customer is entitled to (i) completely or partly terminate any Consultancy Services ordered hereunder and/or (ii) perform the Consultancy Services itself or appoint a third party for such performance. Supplier shall compensate Customer for any loss and damage, costs and expenses arising out of or relating to the late delivery, with the deduction for any related liquidated damages paid by Supplier. In case Customer terminates the Consultancy Services in accordance with this Section 7.7, Supplier shall, at Supplier's own expense, assist Customer in transferring the Consultancy Services to Customer or any third party appointed by Customer.

Supplier is not in delay and shall be entitled to an extension of the time for delivery to the extent the delay occurs by an act, omission or default solely on the part of Customer or a party for which Customer is responsible. The extension shall be proportional to the delay caused by Customer.

Following Supplier's delivery of any Consultancy Services/Results, testing and review will be performed in accordance with testing standards and procedures set forth in the applicable Statement of Work. Such testing shall be completed within the time period stipulated by the Parties in the Statement of Work or, if no such period has been prescribed, within forty-five (45) days from the date of Customer's receipt of the Consultancy Services/Results and Supplier's written delivery notification. In case the Consultancy Services and/or Results fail to conform to the agreed specification, Supplier shall promptly correct any such non-conformity. If not otherwise stated in a Statement of Work, Supplier shall not be entitled to invoice Customer unless all Consultancy Services/Results have been accepted by Customer. In the event Customer has not informed Supplier of its acceptance or rejection within the period stipulated above, the Consultancy Services/Results shall be deemed to be accepted by Customer.

6. OWNERSHIP

Supplier and/or its licensors shall own all right, title and interest, including without limitation all Intellectual Property Rights, in or to the SaaS-Solution (including any updates thereof), the Software and the Documentation. Customer does not acquire any right, title or interest therein.

As between Supplier and Customer, Customer shall own all rights, title and interest, including without limitation all Intellectual Property Rights, in or to the Customer Data (including without limitation all data base rights) as well as any other editorial, text, graphic, audiovisual and other content that is served to End Users and that is not

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provided by Supplier. Customer shall have the right at any time to retrieve from the SaaS-Solution any and all Customer Data in its original and authenticable format. Supplier shall not acquire any right, title or interest in or to any Customer Data and Supplier may not, and shall procure that any Subcontractors shall not, use the Customer Data for any other purpose than as strictly necessary to provide the SaaS-Solution and the Services to Customer.

All Results or parts thereof and all Intellectual Property Rights in and to Results shall be vested in the Supplier immediately upon coming into existence. Such Results shall be considered as an integrated part of the SaaS-Solution and Supplier hereby grants Customer and End Users rights to all such Results on the same terms and conditions as set forth in Section 5 above.

Supplier retains all right, title and interest in and to its Brand Features displayed or otherwise appearing on or in the SaaS-Solution (if any). Customer shall not, unless otherwise agreed by the Parties, remove or alter any of Supplier's Brand Features displayed or otherwise appearing on or in the SaaS-Solution.

To the extent the Parties agree that Brand Features of Customer or its licensors shall be displayed on or in the SaaS-Solution (e.g. on start page, service page or otherwise), Customer grants Supplier a limited, non-exclusive, revocable and non-sub-licensable license during the Term to display such Brand Features solely for the purpose of providing the SaaS-Solution to Customer and solely as expressly permitted by Customer. As between Supplier and Customer, Customer retains all right, title and interest in and to the Brand Features of Customer and its licensors.

Upon Customer's reasonable request Supplier shall inform in writing about all parts of the SaaS-Solution that can be regarded as open source software (1) and shall also, upon the request of Customer, provide Customer with copies of the license terms under which such parts of the SaaS-Solution are licensed (2).

Supplier shall ensure that the SaaS-Solution will not include any open source software that is licensed under terms that reasonably can be regarded as a potential threat to the business of the Customer and/or their subcontractors and partners including but not limited to the retention and protection of intellectual property rights and trade secrets, unless specifically agreed to between the Parties in writing.

7. STATEMENT OF WORK

This Statement of Work (SoW) describes the services offered by Supplier, related to the Visual Search API integration.

Supplier work under this SoW, will be guided by the objective of integrating the API service for the Customer Application. The intention is to engage and leverage setup support with the development team from the Supplier. This team will be managed by Customer and includes various parties.

The Supplier will provide the following:

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- Access to Visual Search API
 - The Visual Search API allows users to upload an image and region of interest (ROI), and identify visually similar Customer products
 - The Supplier will maintain a deployment of the Visual Search API, for development, debugging, QA use and production for integration into the Customer application
- Synthetic Data Services
 - The Synthetic Data Service allows the customer to submit 3D CAD Data to the supplier using the gltf or STP format for each of the customers items.
 - Conversion of any other common CAD format into the format which can be computed by the supplier can be agreed on, additional conversion fee will apply. Conversion fees depend on the format to convert.
 - The Supplier will generate synthetic images using the 3D CAD Data and add those images to the customers visual search index to enable or improve visual search
- Support and integration services
 - The Supplier's team will be available for updates, support, and integration discussions
 - Timely response to the development team's questions via Slack channel and via email

EXECUTION OF TASKS/IMPLEMENTATION

- The Supplier will provide Customer with API access and documentation. This includes API Keys and/or Tokens, connection points, PDF or Online documents.
- The Supplier will provide support and consultation for the Onboarding and throughout the duration of the License.
- The API will be setup for staging and production environments
- The end user will be able to receive a list of up to 20 products or items, ranked in decreasing order of confidence according to the Suppliers visual search algorithm. Each product will be identified by a given ID.

ASSUMPTIONS

- The business language is English
- The API supports all of Customer markets where Customer Application is available
- Billing and separation of the usage of the API can be tracked and sorted/filtered based on Customer needs (per market/local/etc.)

DELIVERABLES

nyris GmbH

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The primary deliverable for the Onboarding is API access and documentation. This includes support and consultation on the set up of the API for the Customer Application.

GOVERNANCE STRUCTURE

Operational meetings will be taken when needed throughout the Onboarding duration. All parties will be informed and scheduled accordingly.

OBLIGATIONS BETWEEN THE PARTIES

The Onboarding will be run using an agile approach, hence the Supplier and Customer will jointly plan and deliver accordingly.

The Supplier team shall:

- Provide technical deliveries, documentation and communication of any supporting material
- Setup communication channel for the team(s) involved

The Customer team shall:

- On-board Supplier resources
- Provide Supplier with relevant information about the solution for the Supplier to be able to allocate right resources
- Provide Supplier team with Customer development insights
- Provide necessary subject matter expertise enabling the Supplier team to progress
- Provide access to relevant tools

OPEN SOURCE AND THIRD PARTY SOFTWARE

The Supplier is responsible for any third party software or Open Source Software included in the Solution and Services and for ensuring that Customer and any Authorized Users may use such software in accordance with the rights granted hereunder. If requested, the Supplier shall provide Customer with the correct documentation and list of Open Source libraries and third party software used within the Solution.

7. SPECIFICATIONS

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Type	Specification
	Visual Search
Visual Search	The solution supports taking as input an uploaded image and returns product IDs for the identical or visually similar products.
Visual Search	The solution supports taking as input a product ID, and returns a list of visually similar products
Visual Search	The response to a query is a ranked list of items. The number of items to be returned is specified in the query. By default, max. 20 matching products are returned.
Visual Search	The solution supports taking as input an uploaded image of an entire scene and returns ROIs for identified objects.
Visual Search	The solution supports determining and returning category information for a product in an image (the categories have to be submitted by the customer with the product data feed)
Visual Search	The solution is able to provide image coordinates of each product/object identified.
Visual Search	The solution can receive "interaction events" from the user session to improve the ranking criteria for future searched, i.e. image click to optimise future search rankings.
Visual Search	The solution can provide multiple visual search indices with different data in each of those indices.
Visual Search	The solution provides the opportunity to set a filter attribute and to perform index segmentation on request time.
	Synthetic Data

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Synthetic Data	The solution can receive CAD Data in gltf or STP format to create or extend the visual search index
Synthetic Data	The solution provides access to the synthetic images generated by the synthetic data pipeline via the Data API.
	Backend user-interface
Backend user-interface	The user-interface is available in English
Backend user-interface	The user-interface supports previewing the API end points by providing an image web upload and presenting the results visually
Backend user-interface	The user interface supports visualization/view of the processed data for easy review and assessment of model performance
Backend user-interface	The user-interface supports manual review of uploaded image material for further model training
Backend user-interface	The backend user interface supports all major internet browsers (Chrome, Firefox, Safari, IE/Edge)
	Data and access
Data & Access	The solution delivers low latency integrations that make near-real-time processing of data possible
Data & Access	The solution is able to handle backend access from multiple users simultaneously
Data & Access	The solution supports geo-isolation, i.e. regions can be operated separately and independently incl. switching off regions while others are running.
	Integration and sharing

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Integration & Sharing	The solution supports bulk data upload via API.
Integration & Sharing	The solution supports data upload via structured data file (CSV, XML, JSON)
Integration & Sharing	The solution supports easy to access integration with Customer and third party platforms through API.

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